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21 Attorneys for Plaintiffs and all others similarly situated

22 [Additional Counsel listed on Signature Page]

23 UNITED STATES DISTRICT COURT

24 NORTHERN DISTRICT OF CALIFORNIA

25 SAN FRANCISCO DIVISION

26 JOSEPH RUWE and ELIZABETH ORLANDO,) No. 07-cv-03679 JSW
27 Individually and on behalf of all others similarly)
situated,)
Plaintiffs,) **STIPULATION AND [PROPOSED]**
v.) **PROTECTIVE ORDER REGARDING**
CELLCO PARTNERSHIP d/b/a VERIZON) **EXPERT DISCOVERY**
WIRELESS,)
Defendant.)

010073-11 261351 V1

1 COUNSEL FOR THE PARTIES HEREBY STIPULATE AS FOLLOWS:

2 1. In order to avoid consuming the parties' and the Court's time and resources on
 3 potential discovery issues relating to experts, the parties have agreed to certain limitations on the
 4 scope of expert-related discovery and testimony in this matter. Neither the terms of this Stipulation
 5 nor the parties' agreement to them implies that any of the information restricted from discovery in
 6 this Stipulation would otherwise be discoverable.

7 2. The following categories of data, information, or documents need not be disclosed
 8 by any party, and are outside the scope of permissible discovery (including deposition questions):

9 a. Any notes or other writings taken or prepared by or for an expert witness in
 10 connection with this matter including, but not limited to, correspondence or memos to or from, and
 11 notes of conversations with, the expert's assistants and/or clerical or support staff, other expert
 12 witnesses or non-testifying expert consultants, or attorneys for the party offering the testimony of
 13 such expert witness, unless the expert witness is relying upon those notes or other writings in
 14 connection with the expert witness' opinions in this matter;

15 b. Draft reports, draft studies, or draft work papers; preliminary or intermediate
 16 calculations, computations, or data runs; or other preliminary, intermediate or draft materials
 17 prepared by, for or at the direction of an expert witness, but any documents, data or computer
 18 programs, relied on or used to generate final results relied on by the expert shall be subject to
 19 discovery and shall be produced; and

20 c. Any oral or written communication between an expert witness and the
 21 expert's assistants and/or clerical or support staff, other expert witnesses or non-testifying expert
 22 consultants, or attorneys for the party offering the testimony of such expert witness, unless the
 23 expert witness is relying upon the communication in connection with the expert witness' opinions
 24 in this matter.

25 d. In addition to the limitations on discovery set forth in paragraph 2 above, the
 26 parties agree that other data or information that may have been considered by an expert but was not
 27 relied on by the expert in forming her or his opinions need not be disclosed or produced. Nothing
 28 in paragraphs 2 or 3 however, shall be construed to prevent substantive deposition questions with

1 respect to any data or other non-privileged information that may be relevant to the substance of the
2 expert's opinions (including alternative theories, methodologies, variables, or assumptions that the
3 expert may have considered in formulating her or his opinions or in preparing her or his report).

4 3. To the extent that the specific stipulations agreed to herein waive disclosure
5 requirements under Federal Rules of Civil Procedure 26(a)(2)(B) or (C), the Parties agree to
6 such waiver.

7 **SO STIPULATED.**

8 Dated: October 21, 2008

HAGENS BERMAN SOBOL SHAPIRO, LLP

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10 By: _____ /s/ Jeff D. Friedman
Jeff D. Friedman

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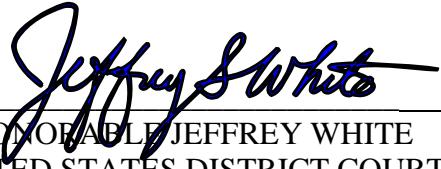
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SO ORDERED.

Dated: October 22, 2008


HONORABLE JEFFREY WHITE
UNITED STATES DISTRICT COURT
JUDGE

I, Jeff D. Friedman, am the ECF User whose ID and password are being used to file this Stipulation and [Proposed] Protective Order Regarding Expert Discovery. In compliance with General Order 45, X.B., I hereby attest that Hojoon Hwang has concurred in this filing.